

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

**IN RE:**

**Chapter 7**

**JODELL ALTIER,**

**Case No.: 6:15-bk-01838-KSJ**

**Debtor.**

---

**SUNTRUST BANK'S NOTICE OF NO CLAIMS RELATING TO THE  
BANKRUPTCY CASES OF ALTIER MECHANICAL SERVICES, INC.  
AND ALTIER PROPERTIES, LLC**

SunTrust Bank ("SunTrust") files this notice of no claims in this case relating to the bankruptcy cases of Altier Mechanical Services, Inc. ("AMS") and Altier Properties, LLC ("AP") and states as follows:

1. On March 18, 2015, the Debtor, Jodell Altier, filed her Schedules in this case. (Doc. No. 9)
2. Schedule F lists a claim of \$40,000 by SunTrust relating to Altier Mechanical Services, Inc. bankruptcy Case No. 6:12-bk-14074-CCJ ("AMS Bankruptcy"), and a claim of \$26,000 by SunTrust relating to Altier Properties, LLC, bankruptcy Case No. 6:12-bk-14075-CCJ, ("AP Bankruptcy").
3. SunTrust does not have a claim in this bankruptcy case for \$40,000 with respect to the AMS Bankruptcy because Jodell Altier was not a guarantor on the underlying loan with AMS. Furthermore, on May 30, 2013, this Court confirmed a Plan in the jointly administered AMS Bankruptcy and AP Bankruptcy (AMS Bankruptcy Doc.

No. 137) ("Confirmation Order"), which requires AMS to make monthly payments to SunTrust not the Debtor, Jodell Altier.

4. SunTrust does not have a claim in this bankruptcy case for \$26,000 because of a compromise reached between AP and SunTrust in the AP Bankruptcy. Specifically, on February 19, 2014, a Motion for Approval and Notice of Joint Compromise and Settlement of Controversy between Debtor-in-Possession and SunTrust Bank (the "Compromise") was filed relating to Claim No. 2 filed by SunTrust in the AP Bankruptcy. The Compromise stated in paragraph 10 that [SunTrust] will be enjoined from pursuing collection of the balance of Claim No. 2...from any individual, principal or any other entity that may have signed as a guarantor." The Court approved the Compromise (AMS Bankruptcy Doc. No. 174) ("Compromise Order"). Thus, SunTrust is precluded from having a claim against the Debtor relating to Claim No. 2 filed in AP Bankruptcy.

5. SunTrust files this notice out of abundance of caution to reflect that SunTrust claims listed in Schedule F relating to the AMS Bankruptcy and AP Bankruptcy are continuing obligations of AMS and AP pursuant to the Confirmation Order and Compromise Order. SunTrust does not have claims in this case relating to the AMS Bankruptcy and AP Bankruptcy and despite Debtor's inclusion of these claims on Schedule F these are obligations of AMS and AP which cannot be discharged in this case.

DATED: May 20, 2015.

/s/Esther A. McKean

Esther A. McKean, Esquire

Florida Bar No. 28124

esther.mckean@akerman.com

**AKERMAN LLP**

420 S. Orange Avenue, Suite 1200

Post Office Box 231 (32802-0231)

Orlando, FL 32801-4904

Telephone: (407) 423-4000

Facsimile: (407) 843-6610

**ATTORNEYS FOR SUNTRUST BANK**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Notice was furnished by electronic mail using the Court's CM/ECF system on all parties having appeared electronically and by mail to Jodell M. Altier, 2507 Roat Drive, Orlando, FL 32835, Gene T. Chambers, P.O. Box 533987, Orlando, FL 32853 and Office of the U.S. Trustee, George C. Young Federal Building, 400 West Washington Street, Suite 1100, Orlando, FL 32801 on the 20<sup>th</sup> day of May, 2015.

/s/Esther A. McKean

Esther A. McKean